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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. Contract ID Code Firm-Fixed-Price | | Page 1 Of 4 | |
| 2. Amendment/Modification No. 04 | | 3. Effective Date 2003SEP15 | | 4. Requisition/Purchase Req No. SEE SCHEDULE | | 5. Project No. (If applicable) | |
| 6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CTR-R KATRIENA VERSTRAETE (309)782-6618 ROCK ISLAND IL 61299-7630 EMAIL: VERSTRAETEK@RIA.ARMY.MIL | | Code W52H09 | | 7. Administered By (If other than Item 6) DCMA DENVER ORCHARD PLACE 2 5975 GREENWOOD PLAZA BLVD SUITE 200 GREENWOOD VILLAGE CO 80111-4715 SCD C PAS NONE ADP PT SC1002 | | Code S0602A | |
| 8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) ACTION TARGET INC 1281 W 220 N PROVO, UT. 84601 TYPE BUSINESS: Other Small Business Performing in U.S. | | | | <input type="checkbox"/> | | 9A. Amendment Of Solicitation No. | |
| | | | | | | 9B. Dated (See Item 11) | |
| | | | | <input checked="" type="checkbox"/> | | 10A. Modification Of Contract/Order No. DAAE20-98-D-0049/0005 | |
| | | | | | | 10B. Dated (See Item 13) 2000SEP20 | |
| Code 0N2W7 | | Facility Code | | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | | |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | | | | |
| 12. Accounting And Appropriation Data (If required) ACRN: AE NET INCREASE: \$50,000.00 | | | | | | | |
| 13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS | | | | | | | |
| KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14. | | | | | | | |
| <input type="checkbox"/> | | A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In | | | | | |
| <input type="checkbox"/> | | B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b). | | | | | |
| <input checked="" type="checkbox"/> | | C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: | | | | | |
| <input type="checkbox"/> | | D. Other (Specify type of modification and authority) | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office. | | | | | | | |
| 14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION | | | | | | | |
| <p>Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p> | | | | | | | |
| 15A. Name And Title Of Signer (Type or print) | | | | 16A. Name And Title Of Contracting Officer (Type or print) JUDY BECHTLER-HOLZER BECHTLER-HOLZERJ@RIA.ARMY.MIL (309)782-8530 | | | |
| 15B. Contractor/Offeror _____ (Signature of person authorized to sign) | | 15C. Date Signed | | 16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer) | | 16C. Date Signed 2003SEP15 | |
| NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE | | | | 30-105-02 | | STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243 | |

| | | |
|---|--|---------------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-D-0049/0005 MOD/AMD 04 | Page 2 of 4 |
| Name of Offeror or Contractor: ACTION TARGET INC | | |

SECTION A - SUPPLEMENTAL INFORMATION

1. THE PURPOSE OF THIS BILATERAL MODIFICATION, ISSUED UNDER CONTRACT DAAE20-98-D-0049, DELIVERY ORDER 0005 IS TO ESTABLISH A CEILING AMOUNT OR CAP FOR THE GOVERNMENT'S LIABILITY TO THE CONTRACTOR FOR THE GOVERNMENT CAUSED DELAY AND DISRUPTION RELATED TO AND ARISING FROM THE DISCOVERY AND REMOVAL OF UNEXPLODED ORDNANCE (UXO) IN THE MPMG SITE IN FT. BENNING, GEORGIA. THE CONTRACTOR HEREBY AGREES THAT THE GOVERNMENT'S RESPONSIBILITY, OBLIGATION, OR LIABILITY TO REIMBURSE OR PAY THE CONTRACTOR FOR COSTS INCURRED AS A RESULT OF OR RELATING TO THE UXO AND ITS REMOVAL, INCLUDING UNABSORBED OVERHEAD, SHALL BE LIMITED TO NO MORE THAN \$50,000.00. THUS, THE CONTRACTOR AGREES THAT A COMPLETE ACCORD AND SATISFACTION AND FULL AND GENERAL RELEASE IS HEREIN PROVIDED FOR AN AMOUNT NOT TO EXCEED \$50,000.00 FOR ANY AND ALL COSTS, CLAIMS, CAUSES OF ACTIONS AND/OR EQUITABLE ADJUSTMENTS RELATING TO OR ARISING FROM THE UXO AND ITS REMOVAL FROM THE MPMG SITE IN FT. BENNING, GEORGIA. FURTHER THE CONTRACTOR AGREES TO SUBMIT BACK-UP DOCUMENTATION SUPPORTING THE PROPOSED EQUITABLE ADJUSTMENT AND AGREES TO NEGOTIATE IN GOOD FAITH WITH THE GOVERNMENT. THE CONTRACTOR AND THE GOVERNMENT AGREE TO CONCLUDE NEGOTIATIONS BY OCTOBER 20, 2003, AND IF COMPLETE AGREEMENT HAS NOT BEEN REACHED, THE GOVERNMENT'S CONTRACTING OFFICER SHALL ISSUE A FINAL DECISION DETERMINING THE AMOUNT DUE TO THE CONTRACTOR WITHIN A REASONABLE TIME THEREAFTER; HOWEVER, IN NO EVENT AND UNDER NO CIRCUMSTANCES, WILL THE AMOUNT BE GREATER THAN THE CEILING AMOUNT OF \$50,000.00.

2. THE FOLLOWING BACKGROUND INFORMATION IS PROVIDED:

a. By letter dated April 24, 2001, the contractor was directed by the Contracting Officer to suspend performance pending the clearance of the UXO.

b. The Government cleared the UXO from the MPMG site on or about October 11, 2002.

c. Bilateral Modification 03 to Delivery Order 0005 under Contract DAAE20-98-D-0049, issued September 19, 2001, compensated the contractor fully, in the amount of \$22,349.90, for all the actual costs incurred in the manufacture of the range package for the Ft. Benning site, including delay, due to the then on-going Government caused delay consisting of the UXO.

d. The Government requested that the contractor submit a proposal for all its costs related to the delay in performance caused by the UXO and its removal from the MPMG by letter dated December 3, 2002.

e. By electronic mail message dated December 17, 2002, the contractor submitted a price proposal of \$151,611.43.

f. On April 11, 2003, the contractor submitted a revised price proposal in the amount of \$36,987.34 which includes costs from a January 2003 trip by two employees from Action Target to the MPMG in Ft. Benning, Georgia. To date the contractor has not submitted back-up documentation supporting the proposed amount.

THE SUBJECT MODIFICATION IS TO RESOLVE THE UXO MATTER BY SETTING ASIDE FUNDS TO COVER AND REIMBURSE THE CONTRACTOR ALL COSTS ASSOCIATED WITH OR RELATED TO THE DELAY OR DELAYS CAUSED BY THE REMOVAL OF THE UXO THAT THE CONTRACT CAN REASONABLY SUPPORT AND WHICH THE CONTRACTOR HEREBY AGREES DO NOT EXCEED \$50,000.00.

3. THIS NOT-TO-EXCEED CEILING PRICE OF \$50,000.00 CAN ONLY BE ADJUSTED ON A DOWNWARD BASIS. THE NEGOTIATIONS OF THE UXO DELAY WILL TAKE PLACE BEFORE OCTOBER 20, 2003.

3. ALL OTHER TERMS AND CONDITIONS OF CONTRACT DAAE20-98-D-0049 REMAIN UNCHANGED AS A RESULT OF THIS MODIFICATION.

*** END OF NARRATIVE A 005 ***

Name of Offeror or Contractor: ACTION TARGET INC

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001AC | <p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>1</p> <p>EA</p> <p>\$ UNDEFINITIZED</p> <p>\$ 50,000.00</p> <p>NOUN: FT. BENNING UXO DELAY PRON: M13K1301M1 PRON AMD: 01 ACRN: AE AMS CD: 53702062174</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W52H093247T630 W33BTE M 2 <u>PROJ CD</u> <u>BRK BLK PT</u> DAJ <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 1 20-OCT-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W33BTE) SR RANGE DIV SUP SRA UPTON AVE BLDG 224 FT BENNING GA 31905-5182</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-98-D-0049/0005</p> | | | | |

Name of Offeror or Contractor: ACTION TARGET INC

SECTION G - CONTRACT ADMINISTRATION DATA

| LINE | PRON/ | OBLG STAT/ | INCREASE/DECREASE | | CUMULATIVE |
|-------------|---------------|-------------------------------|---------------------|---------------|---------------|
| <u>ITEM</u> | <u>AMS CD</u> | <u>ACRN</u> <u>JOB ORD NO</u> | <u>PRIOR AMOUNT</u> | <u>AMOUNT</u> | <u>AMOUNT</u> |
| 0001AC | M13K1301M1 | AE 2 \$ | 0.00 \$ | 50,000.00 \$ | 50,000.00 |
| | 53702062174 | 369301 | | | |
| | | | NET CHANGE \$ | 50,000.00 | |

| SERVICE | NET CHANGE | ACCOUNTING | | INCREASE/DECREASE |
|-------------|----------------|---|----------------|-------------------|
| <u>NAME</u> | <u>BY ACRN</u> | <u>ACCOUNTING CLASSIFICATION</u> | <u>STATION</u> | <u>AMOUNT</u> |
| Army | AE | 21 32035000031E1E04P53702031E1 S111163K1301 | W52H09 | \$ 50,000.00 |
| | | | NET CHANGE \$ | 50,000.00 |

| | PRIOR AMOUNT | INCREASE/DECREASE | CUMULATIVE |
|-----------------------|-----------------|-------------------|------------------|
| | <u>OF AWARD</u> | <u>AMOUNT</u> | <u>OBLIG AMT</u> |
| NET CHANGE FOR AWARD: | \$ 351,279.77 | \$ 50,000.00 | \$ 401,279.77 |